



TIFFANY & BOSCO
P.A.

Dated: February 22, 2010

2525 EAST CAMELBACK ROAD

SUITE 300

PHOENIX, ARIZONA 85016

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A handwritten signature in black ink, appearing to read "Redfield T. Baum", is written over a horizontal line.

REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-00536

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

IN RE:

James W. Duepner
Debtor.

Wells Fargo Bank, N.A.
Movant,
vs.

James W. Duepner, Debtor, Jill H. Ford, Trustee.
Respondents.

No. 2:09-BK-33848-RTB

Chapter 7

ORDER

(Related to Docket #18)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated August 9, 2006 and recorded in the office of the
3 Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and James W.
4 Duepner has an interest in, further described as:

5 Unit 226, Building 9415, of OLIVE GLEN, according to Declaration of Horizontal Property
6 Regime recorded in Instrument No. 84-134063, and Declaration of Annexation recorded in
7 Instrument No. 84-216061, Instrument No. 84-277830, Instrument No. 84-392057, Instrument
8 No. 85-081903, and per Map recorded in Book 250 of Maps, Page 16, in the Office of the County
9 Recorder of Maricopa County, Arizona.

10 TOGETHER with proportionate interest in and to the common areas, as set forth in said
11 Declaration of Horizontal Property Regime and as shown on said Plat.

12 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written
13 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
14 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
15 with Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability against
16 Debtor if Debtors personal liability is discharged in this bankruptcy case.

17 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
18 to which the Debtor may convert.

19 DATED this ____ day of _____, 2010.

20 _____
21 JUDGE OF THE U.S. BANKRUPTCY COURT
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